



**UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA  
LOS ANGELES DIVISION**

In re

SHAHRAM MESBAHI, aka SHAWN  
MESBAHI, aka SHARAM MESBAHI,  
Debtor.

Case No. LA 03-39268 TD

Adv. No. LA 05-01139 TD

Chapter 7

MEMORANDUM OF DECISION

KHANBABA BANAYAN, an individual, and  
PARIROKH G. BANAYAN, an individual,  
Plaintiffs

DATE: October 28, 2005  
TIME: 2:00 p.m.  
PLACE: Courtroom 1345

v.

SHAHRAM MESBAHI, aka SHAWN  
MESBAHI, aka SHARAM MESBAHI, an  
individual,

Defendant.

This matter was tried on October 28, 2005, by written declaration pursuant to

1 order entered on June 27, 2005. Shai Oved of the Law Offices of Shai Oved appeared  
2 for plaintiffs Khanbaba Banayan and Parirokh Banayan (Plaintiffs) and Shahram  
3 Mesbahi appeared pro se as the defendant (Defendant). The evidence has been  
4 briefed and argued.

## 5 INTRODUCTION

6 Defendant filed a voluntary petition for relief under chapter 7 of the Bankruptcy  
7 Code on November 14, 2003. He obtained a discharge on February 23, 2004, and his  
8 case was closed on March 12, 2004. Subsequently, Plaintiffs obtained an order  
9 reopening the case in order to seek to revoke the Defendant's discharge pursuant to  
10 11 U.S.C. §§ 727(d)(1) and(d)(2). (All section references herein are to the Bankruptcy  
11 Code.) Plaintiffs promptly thereafter filed their complaint (Ex. 2).

12 Plaintiffs also named Defendant's wife, Katie Mesbahi, also known as  
13 Keyhaneh Dirinpour and Keyhaneh Mesbahi, as a defendant but she was dismissed  
14 from the suit by order entered on June 24, 2005. Plaintiffs pursued discovery by  
15 sending a request for production of documents to the Defendant on May 12, 2005 (Ex.  
16 3). On June 12, 2005, Defendant provided to Plaintiffs his written response and some  
17 documents, although not enough to satisfy the Plaintiffs. Three months later, Plaintiffs  
18 filed a motion for an order compelling documents, to extend discovery, and for  
19 summary judgment or summary adjudication. Plaintiffs' failure to properly follow Local  
20 Bankruptcy Rule 9013-1(c) led to an order denying the discovery aspects of the motion  
21 entered on October 14, 2005. (Plaintiffs' request for summary judgment and summary  
22 adjudication also were denied.)

23 In their Complaint, Plaintiffs assert six claims for relief under § 727(d)(1) and  
24 three claims for relief under § 727(d)(2). Section 727(d), in part, provides for  
25 revocation of a granted discharge if:  
26

1 (1) such discharge was obtained through the fraud of the debtor, and the  
2 requesting party did not know of such fraud until after the granting of  
such discharge; [or]

3 (2) the debtor acquired property that is property of the estate, or became  
4 entitled to acquire property that would be property of the estate, and  
5 knowingly and fraudulently failed to report the acquisition of or  
entitlement to such property, or to deliver or surrender such property to  
the trustee . . . .

6 The specific charging allegations are set forth in paragraphs 7 and 10 of  
7 Plaintiffs' Complaint, as follows:

8 7. Debtor's discharge was obtained through fraud of the Debtor in  
9 that Debtor, among other things, failed to disclose assets of the  
estate to wit:

10 a. Debtor failed to disclose his proceeds and/or interest in the  
11 property located at 3521 Caribeth Drive, Encino, CA  
12 91436; 1934 Idaho Ave., Santa Monica, CA 90403; 30181  
Anamonte, Laguna Niguel, CA 92677; and others which  
are believed to be held in trust in the names of other  
individuals and/or entities;

13 b. Debtor failed to disclose gross rental income from his  
14 properties;

15 c. Debtor, with intent to hinder, delay, or defraud a creditor or  
16 an officer of the estate charged with custody of property  
17 under this title, has transferred, removed, destroyed,  
18 mutilated, or concealed, or has permitted to be transferred,  
removed, destroyed, mutilated, or concealed, property of  
the debtor, within one year before the date of the filing of  
the petition; or property of the estate, after the date of the  
filing of the petition;

19 d. Debtor has concealed, destroyed, mutilated, falsified, or  
20 failed to keep or preserve any recorded information,  
21 including books, documents, records, and papers, from  
22 which the debtor's financial condition or business  
23 transactions might be ascertained, unless such act or  
failure to act was justified under all the circumstances of  
the case;

24 e. Debtor knowingly and fraudulently, in or in connection with  
the case made a false oath or account[;]

25 f. Plaintiff [sic] believes other assets may have been  
26 secreted and/or undisclosed and will seek leave to further  
amend this complaint once the extent and nature of those

assets are learned for example, Sam Rox Industries, Inc., L'orient Industry, Venom Jean, etc.

\* \* \*

10. The Debtor acquired property that is property of the estate, and knowingly and fraudulently failed to report the acquisition of or entitlement to such property, or to deliver or surrender such property to the trustee to wit:

a. Debtor failed to disclose his interest in the property located at 3521 Caribeth Drive, Encino, CA 91436; 1934 Idaho Ave., Santa Monica, CA 90403; 30181 Anamonte, Laguna Niguel, CA 92677; and others which are believed to be held in trust in the names of other individuals and/or entities;

b. Debtor failed to disclose gross rental income from his properties;

c. Plaintiff [sic] believes other assets may have been secreted and/or undisclosed and will seek leave to further amend this complaint once the extent and nature of those assets are learned for example, Sam Rox Industries, Inc., L'orient Industry, Venom Jean, etc.

(Ex. 2).

The following are my findings of fact and conclusions of law with respect to the claims and evidence herein.

## DISCUSSION

Plaintiffs' claims are supported by little evidence. Defendant offered late-filed declarations as evidence in opposition, but these were stricken as untimely upon Plaintiffs' objection.

### 1. Claims Unsupported By Any Evidence

To support their claims for revocation of discharge under both §§ 727(d)(1) and (d)(2), Plaintiffs assert that the Defendant failed to disclose gross rental income from his properties (Ex. 2, Complaint, paragraphs 7b and 10a and b). However, Plaintiffs' evidence fails to establish that any rental properties were owned by the Defendant, or for that matter, that the Defendant had any rental income. Thus, no basis is

1 established to support Plaintiffs' claims.

2 Plaintiffs also assert that the Defendant

3 with intent to hinder, delay, or defraud a creditor . . . has transferred,  
4 removed, destroyed mutilated, or concealed, or has permitted to be  
5 transferred, removed, destroyed, mutilated, or concealed, property of the  
[Defendant], within one year before the date of the filing of the petition,  
or property of the estate, after the date of the filing of the petition.

6 (Ex. 2, Complaint, paragraph 7c). Again, Plaintiffs' evidence fails to establish that  
7 Defendant owned any property within the relevant period that was not disclosed.

## 8 **2. Claims Supported By Scant Evidence**

9 Plaintiffs provide only scant evidence to support three other claims for  
10 revocation of Defendant's discharge. First, Plaintiffs urge that the Defendant failed to  
11 disclose his interest in a number of properties (Ex. 2, Complaint, paragraph 7a). To  
12 support this argument with respect to the property located at 3521 Caribeth Drive,  
13 Encino, California (Caribeth Property), Plaintiffs' evidence consists of a series of  
14 declarations from Plaintiff Khanbaba Banayan (Khanbaba), Allan Herzlich (Herzlich),  
15 former counsel for Plaintiffs, and Shai Oved (Oved), counsel for Plaintiffs, that parrot a  
16 declaration attached to a motion filed in state court, apparently from Katie Mesbahi.  
17 The purported declaration, which Plaintiffs crib and introduce without any  
18 corroboration, was introduced as part of Plaintiffs' evidence. Katie's state court  
19 declaration as used in this case is clearly hearsay since Plaintiffs are using her out-of-  
20 court statements to prove the truth of the matter asserted. See FED. R. EVID. 801(c).  
21 Hearsay when admitted without objection is treated as if it were admissible and given  
22 its natural probative effect. Diaz v. U.S., 223 U.S. 442, 450 (1912); N.L.R.B. v. Int'l  
23 Union of Operating Engineers, 413 F.2d 705, 707 (9th Cir. 1969). Evidence can be  
24 disregarded if the credibility of the witness is in question. Hayden v. Chalfant Press,  
25 Inc., 281 F.2d 542, 546 (9th Cir. 1960); see also FED. R. BANKR. P. 7052(a). An  
26 allegation made in a pleading has never been regarded as evidence against an

1 opposing party. Mitsuuchi v. Security-First Nat. Bank (1951) 103 Cal.App.2d 214, 219  
2 (noting that an allegation in a pleading is both hearsay and self-serving). Here,  
3 Defendant raised no objections to the admission of Katie's declaration. Plaintiffs assert  
4 Katie's declaration in an effort to prove, apparently, that Defendant had a community  
5 property interest in the Caribeth Property, but Plaintiffs fail to provide any corroborating  
6 evidence. On the other hand, the Defendant responded in his document production  
7 that he did not have any interest in property (Ex. 4, page 4, paragraph 41). On  
8 balance, I find the Katie Mesbahi declaration unconvincing of wrongdoing on the  
9 Defendant's part sufficient to warrant revocation of discharge in the face of  
10 Defendant's explicit denial of any interest in property and the lack of any corroboration  
11 of Katie's state court declaration.

12         The only other evidence of Defendant's interest in "property" in reference to the  
13 alleged properties identified in the Complaint was contained in Defendant's document  
14 production responses. These responses offered in evidence as Exhibit 4 as part of  
15 Plaintiffs' case include Defendant's bank statements, student loan statements, a  
16 photocopy of a driver's license, and income tax returns listing the Caribeth address as  
17 the Defendant's address. This evidence offered by Plaintiffs is inadequate to support a  
18 claim that the Defendant failed to disclose any property as asserted in Plaintiffs'  
19 Complaint.

20         Second, Plaintiffs assert that Defendant "concealed, destroyed, mutilated,  
21 falsified, or failed to keep or preserve any recorded information . . . from which the  
22 [Defendant's] financial condition or business transactions might be ascertained . . . ."  
23 (Ex. 2, Complaint, paragraph 7d). Peppered throughout Plaintiffs' trial brief,  
24 declarations, and exhibits are laments that Plaintiffs were unable to secure information  
25 directly from the Defendant. At the same time, the record establishes that Defendant  
26 responded to Plaintiffs' written discovery, that is, Plaintiff's Document Request (Ex. 3).

1 Defendant's responses are contained in Exhibit 4 and include answers and  
2 documentary evidence introduced at trial by Plaintiffs. While Plaintiffs moved to compel  
3 further responses, as I announced on the record at the hearing on Plaintiffs' motion,  
4 the motion was denied because Plaintiffs had not met their due diligence and  
5 documentary obligations under the discovery rules. Beyond that, Plaintiffs directed no  
6 effective follow up effort at Defendant or to obtain relevant and persuasive evidence  
7 from third parties or sources other than the Defendant. Plaintiffs' attempt to assert the  
8 unavailability or lack of cooperation of third parties here is unavailing. It does not  
9 establish a basis for revocation of Defendant's discharge.

10 Third, Plaintiffs assert that Defendant had other assets that were "secreted  
11 and/or undisclosed," including ownership interests in entities such as Sam Rox  
12 Industries, Inc., L'orient Industry, and Venon Jean (Ex. 2, Complaint, paragraph 7f and  
13 10c). To support these claims, Plaintiffs introduced into evidence pleadings from two  
14 state court cases. The first is a declaration to which are attached copies of a series of  
15 canceled checks and correspondence between third parties (Ex. 8). The Defendant's  
16 culpability based on this evidence was unexplained by Plaintiffs. The evidence simply  
17 establishes that Defendant had signed some of the checks. The evidence does not  
18 establish that the Defendant had any ownership interest in any entity. The more  
19 plausible inference to be drawn from the evidence is that Defendant signed checks in  
20 his capacity as an employee/manager, not as an owner. A second state court pleading  
21 introduced by Plaintiffs consists of a complaint filed against a number of defendants  
22 including our Defendant that simply reveals that our Defendant was alleged to have  
23 been a guarantor (Ex. 9). This evidence is insufficient to establish that our Defendant  
24 concealed assets in his bankruptcy filings.

25 Plaintiffs' evidence also includes a collection of Internet reports from the  
26 California Secretary of State relating to a number of corporations (Ex. 10). None of

1 these reports identifies the owner of stock in any corporation. The closest connection  
2 the Plaintiffs are able to draw between the Defendant and these entities is that the  
3 agent for service of process designated for Giove International lists the Caribeth  
4 address as the contact address, and that Giove International and Sam-Rox Industries,  
5 Inc., both list the same address of 1407 Paloma St, Los Angeles, CA 90021. While this  
6 may suggest *something* is going on between Defendant and these companies, such  
7 evidence alone is insufficient to support a conclusion that the Defendant concealed  
8 assets and that his discharge should be revoked.

9 The last piece of evidence adduced to support Plaintiffs' claim that Defendant  
10 concealed assets is an excerpt that the Herzlich and Oved declarations assert is from  
11 a transcript (Ex. 11) described as from "the trial of the 11 U.S.C. § 523" [sic], although  
12 no foundational details are provided (Herzlich Declaration, paragraph 11; Oved  
13 Declaration, paragraph 21; Ex. 11). Setting aside the lack of any explanatory  
14 foundation, the excerpt of the transcript introduced by Plaintiffs suggests that  
15 Defendant had testified in an earlier trial that he held stock in "TS Investment" and  
16 "American Dream Homes" (Ex. 11, 22:10-16). In his Statement of Financial Affairs,  
17 Defendant did not list either of these entities (Ex. 1, page 6, question 18). While I can  
18 take judicial notice of the fact that the earlier trial alluded to occurred before me some  
19 months ago, Plaintiffs' evidence does not establish the dates of existence of either  
20 entity mentioned, the dates of Defendant's involvement in either entity, or the  
21 materiality of either entity to Defendant's bankruptcy.

### 22 **3. False Oath or Account?**

23 The remaining claim asserted by Plaintiffs is that the Defendant knowingly and  
24 fraudulently made a false oath or account (Ex. 2, Complaint, paragraph 7e). I have  
25 sifted through the record in an attempt to discern what evidence Plaintiffs have  
26 introduced to support their claim. As best as I can tell, and apart from issues



1 previously discussed in this memorandum, I conclude that Plaintiffs may be asserting  
2 three other claims: (a) failure to disclose offices held in TS Investments and/or equity  
3 ownership in TS Investments and American Dream Homes; (b) failure to identify  
4 Defendant's spouse or former spouse; and (c) failure to identify income.

5 A. Failure to Disclose Offices and Equity Ownership

6 Plaintiffs argue that the transcript excerpt (Ex. 11) conclusively proves that the  
7 Defendant failed to disclose offices he held in a corporation or stock ownership in TS  
8 Investments or American Dream Homes (Declaration of Herzlich, page 5, paragraph  
9 11, lines 23-28; Declaration of Oved, paragraph 21, lines 17-21; Ex. 11), but upon  
10 careful examination, the excerpt does not convincingly support such a conclusion. As  
11 noted above, the evidence does not establish the existence, time frame, or the  
12 materiality of either entity. Thus, Defendant's failure to disclose here has not been  
13 persuasively shown to be grounds for revocation of his discharge.

14 B. Failure to Identify Defendant's Spouse or Former Spouse

15 Plaintiffs argue that Defendant in his Statement of Financial Affairs checked the  
16 box labeled "None" in section 16 titled "Spouses and Former Spouses," (Ex. 1, page 5,  
17 section 16) and signed under oath on November 13, 2003 attesting to the accuracy of  
18 his Statement of Financial Affairs (Declaration of Herzlich, page 3, paragraph 6, lines  
19 16.5-20.5; Declaration of Oved, paragraph 10, lines 3-7). Defendant responded in his  
20 document production that Keyhaneh Mesbahi was his ex-wife (Ex. 4, page 4,  
21 paragraph 48). Tax returns for 2001 and 2003 that Defendant produced show he filed  
22 a joint return with Keyhaneh Mesbahi (Ex. 4, page 109-124). Plaintiffs also provide a  
23 Petition for Dissolution of Marriage purportedly filed by Katie Mesbahi against the  
24 Defendant (Ex. 7, page 144). These all show that at some point within the six years of  
25 the date of Defendant's bankruptcy petition, Defendant and Keyhaneh (or Katie)  
26 Mesbahi were married.

1 Courts have established that a creditor seeking to revoke a debtor's discharge  
2 must prove that "(1) the debtor's oath was made knowingly and fraudulently; and (2)  
3 the false oath was related to a material fact." In re Aubrey, 111 B.R. 268, 274 (9th Cir.  
4 BAP 1990) (citations omitted). Both elements must be proven to support denial or  
5 revocation of a discharge; one without the other is insufficient. Garcia v. Coombs (In re  
6 Coombs), 193 B.R. 557, 564 (Bankr.S.D.Cal. 1996) (citations omitted). The omission  
7 of a spouse or a former spouse in a petition is clearly material; identification of a  
8 spouse or a former spouse suggests the possibility of community assets. In the  
9 present matter, the issue turns on whether Plaintiffs have established that the  
10 Defendant intended to deceive when he checked the box suggesting he had no  
11 spouse or former spouse.

12 Denial of discharge requires a finding of actual intent; constructive intent is  
13 insufficient. In re Wills, 243 B.R. 58, 64, (9th Cir. BAP 1999) (citing In re Devers, 759  
14 F.2d 751, 753 (9th Cir. 1985)). Intent can be ascertained "from a debtor's pattern of  
15 falsity or a reckless indifference to or disregard of the truth." Id. (citing In re Coombs,  
16 193 B.R. at 564). Here, reading the evidence as a whole, I find that the Defendant did  
17 not appear to actively conceal the existence of his ex-wife, but rather in court hearings,  
18 pleadings, and responses, Defendant repeatedly refers to his ex-wife and does not  
19 deny either her existence or his marriage to her. While a pattern of falsity might  
20 demonstrate intent to disregard the truth, Defendant's conduct in this litigation  
21 suggests that the single omission resulting from Defendant's checking "None" in his  
22 Statement of Financial Affairs was at least as likely an oversight rather than an  
23 intentional misrepresentation. While Defendant does not explain on the record why  
24 there was such an omission in his Statement of Financial Affairs, Plaintiffs themselves  
25 do not offer any persuasive evidence suggesting that Defendant intended to mislead  
26 his creditors thereby. At the same time, Defendant's discovery responses, written and

documentary, candidly acknowledge his marriage, specifically in his document production identifying Katie as his ex-wife and including jointly filed tax returns. Plaintiffs knew about his ex-wife to the point of including her in their initial complaint. Plaintiffs have failed to prove by a preponderance or to establish a prima facie basis for me to conclude that the selection of “None” in Defendant’s Statement of Financial Affairs regarding his “Spouse or Former Spouse” was intended to defraud. It is at least as likely that it was an innocent oversight, and in any event, Defendant never asserted otherwise that he was unmarried or tried in any other way to conceal his marriage from the Plaintiffs.

#### C. Failure to Identify Income

Plaintiffs argue that the Defendant’s income is inconsistent with what he identified in his schedules. Both Herzlich and Oved assert by their declarations that the Defendant failed to disclose 2001 income in his Statement of Financial Affairs (Declaration of Herzlich, page 3, paragraph 5, lines 6.5-10.5; Declaration of Oved, paragraph 9, lines 21-25; Ex. 1, page 1, section 1). Defendant lists only income from National Wholesale Corp. for the periods 1/1/02 to 12/31/02 and 1/1/03 to 10/31/03 (Ex. 1, page 1, section 1). Plaintiffs, however, point to the absence of reported 2001 income without any further evidence to prove their allegations of impropriety (Declaration of Herzlich, page 3, paragraph 5, lines 6.5-10.5; Declaration of Oved, paragraph 9, lines 21-25). On the other hand, Defendant’s income tax return for 2001 shows that he received no salary or wages in 2001 but did receive income from National Wholesale Corp. (Ex. 4, page 105-119). However, Plaintiffs do not provide any other evidence to establish an intent by the Defendant to defraud when he did not itemize his 2001 income in his Statement of Financial Affairs, especially in light of Defendant’s voluntary production of his 2001 tax return and the lack of any showing by Plaintiffs of the materiality of Defendant’s omission of modest 2001 income from his

1 2003-prepared Statement of Financial Affairs.

2       There is, however, a discrepancy between the Defendant's income as reported  
3 in his Statement of Financial Affairs and the evidence of income provided in discovery.  
4 For example, the Defendant listed in his Statement of Financial Affairs that he received  
5 \$35,000 from National Wholesale Corp. from January 1, 2003 through October 31,  
6 2003 (Ex. 1, page 26, question 1). However, in the 2003 tax return produced by the  
7 Defendant, he reported only \$18,477 of income with \$11,000 coming from National  
8 Wholesale Corp. and the balance earned by his spouse (Ex. 4, page 120). The  
9 discrepancy seems to reflect over-reporting in Defendant's Statement of Financial  
10 Affairs, not an intent to conceal or defraud.

11       Defendant's admission that he received income from Sam-Rox Industries in his  
12 document production does not support a claim of nondisclosure in his bankruptcy  
13 filings because the time frame of his receipt of such income is not established, either  
14 by the question he was asked (Ex. 3, page 40, paragraph 1 and page 43, question 38)  
15 or by his answer (Ex. 4, page 50, paragraph 38). It is Plaintiff's burden to prove the  
16 materiality of their claim by a preponderance of the evidence. In my considered  
17 judgment, after weighing all the evidence, Plaintiffs have failed to do so here.

#### 18       **4. Miscellaneous Arguments**

19       Plaintiffs assert that Defendant's identification of a \$300 watch in his document  
20 production reveals a material discrepancy because no jewelry was disclosed in  
21 Defendant's schedules (Ex. 4, page 2, paragraph 4; Schedule B, Ex. 1, page 21,  
22 question 7). Plaintiffs demanded that Defendant provide, "[i]nformation of any jewelry  
23 you and/or your wife may own" (Ex. 3, page 5, paragraph 4). Under the section labeled  
24 "Instructions and Definition," the applicable time frame for Plaintiffs request was from  
25 January 1, 2003 through the date of Defendant's production (Ex. 3, page 2, paragraph  
26 1). For all the evidence shows, Defendant may have acquired the watch post-petition,

1 in which case it would not have been listed in his Schedules. Plaintiffs do not provide  
2 sufficient evidence to establish a material nondisclosure.

3 Based on yet another complaint filed in state court, Plaintiffs allege that  
4 Defendant's ex-spouse was an officer and shareholder of a company called Giove (Ex.  
5 8, page 3, paragraph 17). Along with an Internet report from the California Secretary of  
6 State identifying Defendant's ex-spouse as an agent for service of process (Ex. 10,  
7 page 242), this was the only evidence that Plaintiffs provided to suggest a business  
8 interest owned by the Defendant's wife. Plaintiffs fail to support this evidence with any  
9 foundation that suggests the Defendant had any interest in this business. Even if in  
10 fact Katie owned an interest (which the evidence does not establish), Katie's interest  
11 could have been a separate property interest for all the evidence demonstrates. Based  
12 on the limited evidence introduced by Plaintiffs, I must find that Plaintiffs' claim  
13 regarding Katie's business interests has not been proven by a preponderance to be  
14 relevant to Defendant's bankruptcy.

15 The Plaintiffs argue that the Defendant during a meeting "admits to paying  
16 mortgage and household expenses from an account in which both he and his father  
17 were signers" (Plaintiff's Trial Brief, 7:11-13; Declaration of Banayan, page 4,  
18 paragraph 11). Aside from this undocumented and unexplained claim of an admission,  
19 the Plaintiffs provided no evidence to corroborate the existence of an admission  
20 against interest or to show ownership. In fact, Defendant's document response (Ex. 4,  
21 page 3, paragraph 25) states to the contrary and unequivocally that "my parents . . .  
22 were the owners of the house [at 3521 Caribeth Drive]." Defendant's statements,  
23 offered in evidence by Plaintiffs, are the strongest and most persuasive evidence in  
24 the record on this point, that Defendant's parents were the owners of the Caribeth  
25 house, and that the Defendant made payments to satisfy his rent obligation to his  
26 parents (Ex. 4, page 3, paragraph 25). Thus, Plaintiffs have failed to prove a basis

1 here for revocation of discharge.

2 **CONCLUSION**

3 Plaintiffs provide a collage of limited and inconclusive evidence in an attempt to  
4 establish a basis for revocation of Defendant's discharge. Plaintiffs fail to provide  
5 sufficient evidence to support any of their claims. Judgment will be entered in favor of  
6 the Defendant.

7  
8 So ordered.

9 DATED: 12/13/05

10 /S/  
11 THOMAS B. DONOVAN  
12 United States Bankruptcy Judge  
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1 NOTICE OF ENTRY OF JUDGMENT OR ORDER  
2 AND CERTIFICATE OF MAILING

3 TO ALL PARTIES IN INTEREST LISTED BELOW:

4 1. You are hereby notified that a judgment or order entitled:

5 **MEMORANDUM OF DECISION**

6 was entered on **DEC 13 2005**

7 2. I hereby certify that I mailed a true copy of the order or judgment to the persons  
8 and entities listed below on **DEC 13 2005**

9 Counsel for Plaintiffs

10 Shai Oved  
11 The Law Offices of Shai Oved  
12 20700 Ventura Blvd, Suit 220  
Woodland Hills, CA 91364

13 Defendant

14 Shawn Mesbahi  
30181 Anamonte  
Laguna Niguel, CA 92677

15 Chapter 7 Trustee

16 David L. Ray  
17 Saltzburg, Ray & Bergman  
12121 Wilshire Blvd, Suit 600  
Los Angeles, CA 90025

18 Office of the U. S. Trustee  
19 Ernst & Young Plaza  
725 S. Figueroa St., 26<sup>th</sup> Floor  
20 Los Angeles, CA 90017

21 Dated: **DEC 13 2005**

22 Wanda G. Toliver  
23 Clerk  
24  
25  
26